Fresh Fades Design & Development Services Agreement

0. Definitions

- **"Deliverables"** – all final outputs listed in the Scope of Work (branding, website, dashboard, and app).
- **"Critical Bugs"** – defects that prevent the core functionality of the app, dashboard, or website from operating as intended, significantly impacting user experience or business operations.
- **"Handoff Documentation"** – all files, instructions, and access information required for the Client to manage the project independently.
- **"MVP"** – Minimum Viable Product, as defined in the Scope of Work.
- **"Work in Progress"** – Any partially completed deliverables or features at the time of termination.
- **"Payment Cycle"** – The scheduled interval for payments, e.g., retainer periods or milestone payments.
- **"Third-Party Services"** – Services, subscriptions, or platforms required for the project (e.g., Framer, Bubble, Supabase, Stripe, app stores).
- **"Client Materials"** – Any content, logos, data, or resources provided by the Client for the project.
- **"Developer Tools"** – General templates, code libraries, or frameworks used to develop the project.
- **"Launch"** – The date the website or app goes live to users, as specified in the Timeline section.
- **"Bug Fix"** – A correction applied to resolve an error, defect, or malfunction in the deliverables. Excludes new features or enhancements.

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1. Parties

- **Developer:** Ævar Bernburg Kristjánsson (aevar@bernburg.is)
- **Client:** Femi McIntosh / Fresh Fades Ltd. (femimcintosh@gmail.com)

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2. Scope of Work - MVP Phase

Developer will design and build the following deliverables:

- **Branding:**
  - Logo (final selection from multiple options).
  - Color palette.
  - Typography.
  - Basic usage rules (dos and don'ts).
  - Logo lockups/variants.
  - Visual guideline document (PDF).
- **Website:**
  - Simple landing page with signup form + API integration.
- **Admin Dashboard:**
  - Secure admin login and authentication
  - User verification (approve/reject users)
  - Base layout/theme aligned with branding
  - Basic user management (view/edit users)
  - Database connection to Supabase
  - Notifications system
  - Payout management for users
- **Mobile App:**
  - Authentication & Database setup
  - Object list + view + filters
  - Real-time map
  - Account settings
  - Stripe integration (payments & payouts)
  - Chat & notifications
  - Testing, bug fixes, and minor polish required to meet MVP functionality.
  - Deployment to app stores

3. Out of Scope

The following items are **not included** in the MVP phase unless explicitly agreed in writing as additional work:

- **Branding:**
  - Photography/art direction.
  - Tone of voice, copywriting, or personality guidelines.
  - Marketing/brand strategy.
  - Complex brand assets (social media kits, ad templates, merchandise, etc.).
- **Features:**
  - Any functionality not explicitly listed in the Scope of Work
  - Subscriptions, refunds, or other advanced payment flows
  - AI/ML integrations (search, recommendations, automation)
  - Gamification (badges, points, leaderboards beyond MVP)
  - Integrations outside Stripe, Supabase, and map provider
  - Offline support or progressive web app features
  - Custom animations beyond basic UI
- **Admin Dashboard:**
  - Advanced analytics or reporting
  - Export/import tools
  - Role/permission management beyond basics
  - Support portal
- **Content & Marketing:**
  - Copywriting, SEO, marketing website, social media setup, ad campaigns, or blog systems.
- **Legal & Compliance:**
  - Privacy policies, terms of service, or accessibility audits.
- **Infrastructure:**
  - Ongoing hosting fees, server setup outside Supabase defaults, scaling, performance tuning, or cloud cost management.
- **Testing & QA:**
  - Automated testing suites, penetration testing, or formal QA beyond basic developer testing.
- **Post-Launch:**
  - Maintenance, support, or feature development after the 4-week bug fix period (covered under separate retainer or hourly agreement).

4. Change Requests

If the Client requests features or work beyond the defined Scope, the Developer will provide:

● An estimate of additional time and cost.
● A written amendment or add-on agreement.
● No extra work will be started until both parties agree in writing to the additional cost/time.

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5. Timeline

● Estimated **20 weeks** total, with web launch at week 4 and app launch around week 20.
● Timeline may be adjusted if:
    ○ Client delays feedback or content delivery,
    ○ Additional features or scope changes are requested,
    ○ Third-party services or dependencies cause delays.

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6. Payment Terms

● **Fixed fee for MVP:** £21,000
● Payment schedule:
    ○ 10% (£2,100) upfront on signing
    ○ 30% (£6,300) at Website Launch (Week 4)
    ○ 40% (£8,400) at App TestFlight Release (Week 10-12)
    ○ 20% (£4,200) at App Store Launch (Week 20)

Payments are non-refundable once work has started.

If any payment is late by more than 5 days, the Developer may suspend work until payment is received.

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7. Post-Launch Support

- **Grace period:** 4 weeks after app launch, Developer will fix **critical bugs** at no extra cost. The developer will respond and fix within 2 business days.
- **Beyond grace period:** all work (bug fixing, new features, changes) moves to one of the following models (to be chosen before launch):

Option A - Retainer

- Monthly retainer for:
  - 20 hours / month → £1,700
  - 40 hours / month → £3,300
  - 60 hours / month → £4,700
- Covers bug fixes + agreed backlog features.
- Fixed contract length: 3 / 6 / 12 months.

Option B - Hourly Bank

- Client prepays hours to be used when needed.
- £85 per hour, minimum block: 20 hours (£1,700),
- The developer draws down hours as work is requested.

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8. Client Responsibilities

- Client agrees to provide feedback, content, and approvals within 3 business days of submission unless otherwise agreed in writing. Delays may impact the project timeline.
- Cover costs of third-party services (Framer, Bubble, Supabase, Stripe fees, app store accounts).
- Ensure legal compliance of the app (e.g. data protection, terms & conditions, privacy policy).

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9. Developer Responsibilities

- Deliver the MVP as described in the Scope of Work.
- Use reasonable skill, care, and professional standards.
- Keep client data secure and confidential.
- Notify the client promptly of any critical issues or delays.
- The developer will make reasonable efforts to communicate any delays, risks, or issues beyond critical bugs promptly to the Client.

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10. Intellectual Property

- The client owns all final deliverables (branding, website, dashboard, and app) upon full payment.
- If the client does not continue with an ongoing support or development agreement, the developer will provide all handoff documentation to enable independent management of the project.
- The developer may reuse general tools, templates, or code libraries, provided that no Client-specific code, designs, or assets are included in reused components.
- The developer may showcase the project in portfolio and marketing materials.

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11. Termination

- Either party may terminate this agreement if the other party materially breaches the contract, meaning a failure to perform a significant obligation under this agreement, and does not remedy the breach within 14 days of receiving written notice.
- The Client must pay for all work completed up to the termination date, calculated proportional to work completed or weeks elapsed in the current payment cycle. Payment will be calculated proportionally to the number of weeks elapsed in the current payment cycle.
- Upon termination, the Developer will deliver all completed work and handoff documentation, only if requested by the Client and provided after all payments due are made.

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12. Liability

- The Developer is not liable for indirect, incidental, or consequential damages, including but not limited to lost revenue or downtime.
- The Developer's total liability under this agreement is limited to the total fees paid by the Client.
- Neither party will be liable for delays or failure to perform due to circumstances beyond their reasonable control, including but not limited to natural disasters, government actions, or major service outages.

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13. NDA / Confidentiality

- Both parties agree to keep all confidential information, business data, and project details private, and not to disclose them to any third party without prior written consent.
- Confidential information does not include information that is publicly known or independently developed by the receiving party.

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14. Term / Duration

- This agreement begins on the date of signing and remains in effect until:
    - Completion of the MVP and all payments have been made, or
    - Termination in accordance with the Termination section.
- Retainer or support agreements entered after launch may define separate terms.

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15. Assignment / Subcontracting

- The Developer may subcontract or delegate portions of the work (e.g., branding or design assistance) but remains responsible for the quality and delivery of all work.
- Neither party may assign or transfer their rights under this agreement without the other party's prior written consent.

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16. Dispute Resolution / Governing Law

- This agreement is governed by the laws of the United Kingdom.
- Any disputes arising will first be resolved through good faith negotiations. If unresolved within 30 days, the parties may seek mediation or arbitration before pursuing legal action.

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17. Notices

All notices or communications required under this agreement must be made in writing and sent via email to the addresses provided by each party. Notices are considered received:

- On the date sent, if sent during business hours, or
- On the next business day, if sent outside of business hours.

Each party agrees to update the other promptly if their email address changes.

Developer:

Signature: _____ Date: _____

Name: Ævar Bernburg Kristjánsson

Client:

Signature: _____ Date: _____

Name: Femi McIntosh / Fresh Fades Ltd.